

REMARKS

OF

MR. GOGGIN, OF VIRGINIA,

IN THE HOUSE OF REPRESENTATIVES,

DECEMBER 30, 1847, AND JANUARY 6 & 7, 1848,

On the Joint Resolution for the transportation of the Great Northern and Southern Mail.

Mr. BORRS, of Virginia, having introduced a joint resolution authorizing the Postmaster General to renew the engagements heretofore existing between the department and the Richmond, Fredericksburg, and Potomac Railroad and Steamboat Company, and authorizing the allowance of such pay to the Bay company, to whom the service had been transferred, as might be deemed proper, consequent upon the restoration of the mail to the railroad and steamboat company, as contemplated by the joint resolution, the said joint resolution was referred to the Committee on Post Office and Post Roads, who, through their chairman, [Mr. GOGGIN,] on the 30th December, 1847, reported the following *substitute* for the original resolution of Mr. BORRS:

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the Postmaster General be, and he is hereby, authorized and directed to make engagements with the Richmond, Fredericksburg, and Potomac Railroad and Steamboat Company, for the transportation of the great northern and southern mail between the city of Washington and the city of Richmond; and that he pay for said transportation the highest price now paid by the Post Office Department for transporting the mail once per day on any other railroad and steamboat route in the United States, and no more; and that the said Postmaster General be authorized to allow to the contractors, under the recent arrangement, such an equivalent as, in his judgment, shall be fair and equitable for the routes hereby dispensed with.

A motion having been made to refer the subject to a Committee of the Whole House for consideration, and several members having addressed the House—

Mr. GOGGIN rose and said:

The House would excuse him, he having had the honor to report this joint resolution, for claiming its attention for a short time upon a question which so deeply affected not only his own State, but the whole South, and the whole country. This subject had received from the committee that attention which one of so much importance deserved. The committee had not, however, come to the conclusion which he (Mr. G.) had adopted as most proper. He did not intend to support the substitute, (though, as the organ of the committee, he had been directed to report it;) but hoped the House would put itself back upon the well-founded resolution of his colleague, [Mr. BORRS,] in which their constituents were so deeply interested. The resolution of his colleague simply authorized the Postmaster General to renew the contract which had before existed for the transportation of the mail between this city and Richmond. The gentleman from Pennsylvania [Mr. BROWN] had

thought proper to tell the House that this company came here demanding an increase of pay at the hands of Congress. With all due respect for that gentleman, he must be allowed to say that he entirely misapprehended the nature of the question presented to the consideration of the House. The company *demanded no increase of pay over what they had received since 1843*. His colleague and himself came here not as petitioners, but as representatives, and in obedience to the potential voice of the people, as uttered, not only in the Old Dominion, but everywhere, North and South, in reference to this subject asking that this House should consider and act upon it, and that with promptness and despatch. This company, or its friends here, did not present themselves asking this House to authorize the Postmaster General to *make an increase of their pay*; that was a mistake into which many seemed to have fallen, both in the House and out of it. He repeated, they asked *no increase* of their pay. For a period, ever since 1843, this company had received at the hands of the late and of the present Postmaster General, under a joint resolution of Congress, and under an award of Mr. TYLER, the late President of the United States, the very sum which they now asked this House to authorize the Postmaster General to pay them. Mr. G. read from statistics exhibiting some of the details of the case, in proof of this statement. Instead of the company making exorbitant demands for this service, as was represented, it had been adjudicated by Congress, and sanctioned by the President of the United States, that they were entitled to the same pay which it was now asked to give; and, ever since 1843, down to July of this year, (embracing two years of the administration of the present Postmaster General,) they had received it. But that officer now came to this House and said, in his annual report, that to allow this compensation *any further*, would be a violation of law.

This same compensation, then, had been paid the Railroad and Steamboat Company from 1843 to the time when the present Postmaster General came into power; and since that time, *through his whole administration, until July 1, 1847*; and then for the first time had he discovered that, to make any further payments at this rate, would be a violation of law! At that time (July 1st) the contract expired; the company, however, had continued to carry the mail without a specific agreement. At the expiration of that quarter, namely, on the 1st of October, the Postmaster General refusing to pay the price authorized by joint reso-

lution of Congress, and reducing the compensation from \$260 to \$237 50 per mile by railroad, and from \$237 50, the price paid for the steamboat part of the route, to 12½ per cent. less that sum, the company gave him notice, *in consequence of this reduction* in the price which they had been paid by the present Postmaster General, as well as his predecessor, that they could not contract for the service at that rate; and, on the 10th of the present month, being unable to conclude any arrangement, they suspended the service.

Mr. G. commented upon that portion of the report of the Postmaster General which refers to this mail service, and the argument therein brought forward to sustain the proposed reduction. That officer had told them, that if such a reduction were not made, other railroad companies would come forward demanding an increase of pay; and yet (said Mr. G.) he tells us, in the same report, that he has been able to conclude contracts with companies in other portions of the Union, by which a large amount of money is saved.

When the original contract was made with the railroad, it was under a schedule which required the company to perform the trip between this city and Richmond in *eleven hours and a half*; and yet they had been running for the last two years in compliance with a new schedule made out by the department, which required them to run the same distance in *nine hours and a half*; and they had done this without a dollar's increase of compensation, and without complaint on their part. But the Postmaster General, not content with this, had chosen now to send the mail by a circuitous route, from this city to Baltimore, thence down the bay to City Point, thence up the James river to Richmond, and up the Appomattox to Petersburg; making a distance of near four hundred miles, instead of one hundred and thirty miles by the direct railroad and steamboat route from this city to the city of Richmond. And by this circuitous route was the great southern mail of the United States now conveyed; and to say nothing of its great uncertainty at all times, owing to the peculiarities of the navigation, in its lengthened distance alone seriously affecting social and business communication, and holding back for several days intelligence from the army, interrupting and almost stopping public and private correspondence altogether between the North and the South, and indeed the East and the West; for this great mail line was the reservoir from which was supplied information through a thousand other conductors to all sections of the country. Instead of having reference to the expedition of the mail, the Postmaster General seemed to be experimenting upon the country, and endeavoring to show at how *slow a rate* it could be transported; for, instead of running through in *nine hours and a half*, as the company had done by the direct route for two or three years; by this roundabout uncertain route it now required near *thirty hours*; and we had already been *without a mail in this city from the South for five days*.

Mr. G. further commented at some length upon the impolicy of suffering such a mail arrangement to continue, and upon the serious injury to the community in all its interests resulting therefrom. He also condemned it on the ground of economy, and read from a communication of the Postmaster General, showing that all he expected to save by the change of route was \$575 and odd cents; and this, Mr. G. said, *by discontinuing the mail service between Richmond and the next largest city in the*

State, Petersburg; without which discontinuance, instead of a saving to the Government, the cost of mail transportation by this change of route would be increased about \$8,000. And he would ask here if it was to be supposed that Richmond and Petersburg would quietly submit to an arrangement, by which all mail communications between those places was to be cut off?

Mr. G. proceeded to show, that by the recent arrangement of the Postmaster General, there was a great loss of time, of money, and of the interests of the country. He also read sections of the law governing the department on this subject, which evidently contemplated such a state of things as that which now existed, and from which he argued that the Postmaster General had unnecessarily delayed the mail some thirty, instead of having it transmitted from Baltimore to Richmond in little more than nine hours. He trusted that this House would take such steps as would enable the country to enjoy the benefit of a more speedy conveyance of their correspondence, and that the railroad company in question, would be permitted to realize the small profits to which they are entitled—profits which had been solemnly adjudged to the company heretofore, both by the President and by Congress. He briefly explained the statement of the arrangement which the Postmaster General had entered into for the transmission of the mail, and the legal powers conferred on him, and commented on the fact that the Postmaster General *had made no contract which Congress could not supersede*; for the Postmaster General, though he had made the contract *irrevocable* as far as his department was concerned, (with the Bay company,) had said in his report it was to continue till Congress should otherwise direct. No contracts had been signed, and they had no guarantee for the speedy transmission of the mails, nor for the performance of the terms of any agreement into which the new contractors might enter.

The Postmaster General, in his annual report to the President, which he presumed each member had read for himself, communicated the information that the contracts were for a specific time, unless Congress should otherwise direct—admitting, therefore, that this House was not bound by any contract that the Postmaster General had made. To this he called the attention of the House, and also to the fact, that this railroad company had heavier mails to transmit than some others, and were exposed to expenses from which others were exempt, and consequently was entitled to a liberal compensation, and they asked no more. He appealed, then, to the House not to tolerate this arrangement of the Postmaster General, especially at a time when so many of their countrymen were anxiously waiting to hear from their sons, brothers, and relatives, who were periling their lives in this long continued war with Mexico.

In estimating the relative value of services by companies, circumstances should be considered. It was not equitable now, nor had it been so regarded heretofore, to pay for services on the Potomac the precise compensation that southern companies received. In the South there were no obstructions from ice, as in the Potomac. And it should not be forgotten that this company was not only required to transport the mails at any time the Post Office Department might require, but to build ice-boats, as they had done, and keep open the navigation, which was for the general benefit of the country. And yet, with these restrictions and burdens, and with greatly enlarged mails, this com-

pany was expected to do this service for twenty-five per cent. increase of pay on stage routes only, where the speed instead of twelve or fifteen was but four miles an hour generally.

He contended that the Postmaster General was not restricted, by the law, as he seemed to imagine, except that he should not pay more than three hundred dollars per mile for railroad transportation, under any circumstances; and on this point he considered the law explicit, as allowing that sum to all railroads of the first class, of which this was one, if the department thought proper to give it. Within that sum the Postmaster General had a discretion, and that amount he was not asked nor expected to pay to this company. He was asked only to give that which had been already paid, and which had been awarded to the company by the President of the United States and by Congress. The Postmaster General himself had acknowledged that the service on the Potomac and the railroad was satisfactorily performed; and he (Mr. G.) would add, not only was it satisfactory to the department, but the speed on that line, the accommodations, and the polite and gentlemanly deportment of the captains and other officers of the trains and steamboats, had been entirely satisfactory to the travelling public. He had also admitted that the service by the bay could not be as satisfactory as by the railroad and steamboat on the old route; and yet, with these facts before their eyes, they were to sustain great inconvenience, unless the company would be content to receive less than a fair compensation, which had been heretofore paid to them. This great nation, and the interests of twenty millions of people, were to be trifled with for a paltry saving of a few hundred dollars.

In justice to the Postmaster General, he would say, that he had been furnished with all the information he had required, cheerfully and promptly. He had evinced every disposition to facilitate a thorough examination of the subject, and he (Mr. G.) did not charge him with intentionally violating his duty to the country, or any law which he was required to carry out. But he was of opinion that the Postmaster General had been mistaken in his construction of the law. He was satisfied the law would not be so construed by Congress. If, then, he was mistaken, the sooner he was set right the better; for the sacrifice of the business men of the country was greater than they should be required to endure.

Within the last few days he had learned that a merchant in Richmond, having to remit a large sum to New York, felt compelled to withdraw the amount from his business two days sooner than he would have been required to do if the mail were transported by the railroad; in other words, the delay was now so great as to render it necessary to make all remittances in advance some two days. It had been said that the interests of the merchants of Richmond alone would be sacrificed to a greater amount than the sum in dispute between the Postmaster General and the railroad company by the present state of things in that department. It would be better, therefore, if Congress could not afford them relief, that the merchants should meet together and pay the difference themselves. This same view had been taken by the merchants of New York and elsewhere. And what was their own experience on this subject? Why, up to last night, they had not received a mail bearing tidings from their homes for five days, as he had before said. He had heard one gentleman say, the other

day, when accounting for his absence from this House, that he had been to Richmond to get his letters. If a change could not be made in the arrangement for the transmission of the mails, he was satisfied many of them would find it more convenient to have their letters sent to Richmond than to the post office connected with this House; for from Richmond they could obtain them in advance of the usual mail conveyances of the department, by the railroad and steamboat line, at least one entire day.

But there was another matter connected with these arrangements to which he wished to call the attention of this House, and especially of those who were disposed to sustain the department. The Postmaster General had invoked their aid for the purpose of stopping private expresses throughout the country. But could it be expected that private expresses could be suppressed when the intercourse of the country was thus obstructed? Unless an improved system were adopted, instead of stopping those private expresses now traversing the country, hundreds of others would be soon started; for the people would not tolerate a mail arrangement which required so much time to do that which could be done in nine hours.

Mr. JOHNSON, of Arkansas, rose to a question of order.

Mr. GOGGIN said he would not then detain the House upon the point of order at that time; but would yield, reserving his right to resume the subject after its commitment to the Committee of the Whole House.

The subject coming up for consideration again in Committee of the Whole, to which it had been referred, and the House having ordered the debate to cease at two and a-half o'clock, on the next day, on the 6th of January, Mr. GOGGIN, in reply to others who had spoken, resuming, said:

He hoped the committee understood that his connection with this resolution, or rather his desire to have any sort of connection with it, arose solely from the fact that he happened to be the chairman of the committee who reported it. It was not from any desire, individually, to be connected with the subject, certainly, that he should now trespass for one moment upon the time or patience of this House. He thought it but fair, however, when this joint resolution had been so fully, and, he might say, so ably discussed by gentlemen on the other side, that those who were opposed to it in the form as reported by a majority of the committee—in other words, that those who advocated the substitute for the resolution should be heard also in advocacy of their views in opposition to the resolution in the form as reported.

The gentleman from Illinois [Mr. LINCOLN] had yesterday thought proper to go into what occurred in committee in connection with this subject. He regretted that the gentleman should so far have trespassed, unintentionally he had no doubt, upon the rules of the House; but as he stated that every member upon that committee, of both political parties—that all those with whom he was associated united in support of this resolution, he thought proper to notice the remark.

Mr. LINCOLN here interposed, and (Mr. G. yielding) said that the gentleman had misunderstood him. He had said a majority of one party, and the whole of the other, had supported the resolution in committee.

Mr. GOGGIN (resuming) said it was very unimportant how the question was decided, as far as parties were affected in this House. The great

object of gentlemen, on all sides, he hoped, was to do justice to the subject. The question was, Will the House sustain the report of a majority of the committee which, in substance, proposes to *reduce the compensation* to the railroad; or will it allow the railroad to receive *what had been given it by the department for years past*? Will it sanction the arrangement of the Postmaster General, by which the mail is now sent, at an *increased cost* to the department of near \$8,000, a distance of near four hundred miles in about thirty hours; or will it permit the people to be accommodated at the old rates by the railroad, by travelling a distance of only a hundred and thirty miles in nine hours? These were the questions to be decided by the House; and, for his own part, he could not hesitate as to the course he should pursue. He would not oppose the course of the Postmaster General because he stood in political opposition to him; he looked at this question in no such light. He had congratulated himself, when this subject was introduced and referred to the committee, that it was one in which no party feeling could be or would be exhibited. He did not look at it in any light as connected with the political party with which he associated, nor was he governed by what might be the views and feelings of the company, who came here, as gentlemen chose to represent them, "asking relief at the hands of Congress." His object had been, through all this controversy, to do what he believed to be right and proper, regardless of party considerations, and regardless, too, of the views of the railroad company.

The gentleman from Pennsylvania, [Mr. BROWN,] who had just addressed the committee, had gone somewhat more into the details and facts connected with this affair than other gentlemen who had spoken; and without going back and pursuing the order of the debate as presented to them by the speeches of gentlemen, he begged leave, in the first place, to reply in part to the gentleman from Pennsylvania. He had called upon the gentleman, and had trusted he would, before he sat down, have exhibited the award made by Mr. Tyler upon this subject.

[Mr. BROWN here handed him the paper.]

The gentleman had just given him the document. He had not now time to examine it; but his object in making the inquiry was, to ascertain, and, if he was not greatly mistaken, it would be ascertained, on an examination of that paper, that the award of Mr. Tyler was for one year only; that the question submitted was not how much should be paid to this company for three or four years, or for the time for which the contracts were made, but simply for one year.

Mr. BROWN (interposing) said, the law authorized the Postmaster General to contract for four years, and for no other term. The question was submitted, and the award of Mr. Tyler had no reference to time, but merely authorized the Postmaster General to contract. The Postmaster General deemed that the contracts were made only for four years, and that he had no right to offer any contract until the four years had passed.

Mr. B. here said another word of explanation, which was entirely lost at the reporter's desk.

Mr. GOGGIN repeated he had not the time to read the paper; but the fact, as was seen upon the slightest reference to it, stood unchanged and unchangeable upon its face, that this award was for one year's service, as shown by an endorsement on the face of the paper itself. This endorsement, like that on a deed, is a part of the deed itself.

The decision was for one year, and only one. Now, keeping in view this fact, let them observe that the Postmaster General, in justifying his contract with the bay company, put himself on his duty under the law, and said, to have made the payment any longer to the railroad company, would, in his opinion, have been in violation of the law; and if so, let him (Mr. G.) ask if he had not been violating the law ever since he came into office, as he had no authority or justification for paying the sum from the award of Mr. Tyler, because that award was only for one year. When gentlemen talked about the violation of contracts, of the exorbitant demands of chartered monopolies, let them remember that here was a violation of the law by the very head of the department, who set up here to administer the law. Let him not be told that Mr. Johnson, the Postmaster General, felt himself authorized to do this because Mr. Wickliffe and Mr. Kendall had done it. No; if, when he came into his office, he had found that the company received pay unfairly, and more than the law authorized, was it not the duty of a vigilant officer to discontinue it at once? Certainly it was; but the Postmaster General, instead of this, had sanctioned the arrangement, by making repeated payments under it.

The Postmaster General continued this payment, this violation of law, from the time he entered his office to the 1st of July, 1847! And the company did not, as the gentleman from Pennsylvania had said, wait until the very heels of the session of Congress, but they notified the department as far back as the 26th of October, that they should refuse to carry the mail unless the compensation to which they thought themselves entitled under the law were given, it being the very compensation which this same Postmaster General had paid them up to that time. They had given him this lengthy and timely notice, though he had asked but for a few days to make the change.

He wanted to call attention to the disclosure made by the gentleman from Pennsylvania, of what he gave as his experience as a traveller upon this road. The gentleman was taking a trip south of Philadelphia somewhere, he supposed, and had said that, as far as his observation extended, nearly all the passengers south went by the bay line, and not by the railroad. The gentleman told them nearly all the passengers went by the bay line now, and undoubtedly the gentleman supposed that soon all of them would go by that route; and when that change in the travel took place, he wanted to ask the gentleman if he would have the company compelled to run their cars daily for the sake of the mail only; to be paid for it what, in the opinion of the Postmaster General, might be the value of the service, even when all the travel might be taken off.

The gentleman from Pennsylvania had said it was an attempt to extort upon Congress. Extort upon Congress, or upon the department having control of this matter! when it was in proof before this committee and before the country, that, so far from its being extortion, this very Postmaster General and his predecessors had been paying the very amount asked by this company from 1843 to 1847. Did that look like an extortion? If it was extortion now, was it not extortion then? And he very much questioned whether, if they referred to the journals of 1843, they would not find the gentleman from Pennsylvania voting with him (for they both had the honor to have been members of this House then) for the resolution by which the Post-

master General told them he was authorized to pay \$237 50 per mile on the steamboat part of the route. He believed, however, that no division was taken on that question, and hence the whole House were considered as having voted for it. Not under ordinary circumstances, but under peculiar circumstances, which rendered it necessary that Congress itself should take, as it did take, this whole matter into its own hands, did it pass this resolution, and it became the law of the land, allowing the steamboat between this city and Aquia creek \$237 50 per mile per annum for the transportation of the mail.

Gentlemen talked about the railroad and steamboat companies being united; but did it occur to gentlemen, when they raised this outcry against the Potomac steamboat company, how the mail was transported between this point and New York by the contractors? He was informed that on one portion of that route—between Philadelphia and Bordentown—at the option of the contractors, the mail was carried in steamboats instead of by railroad, though the contract was for railroad service alone, and for which they were paid. This information he had from the First Assistant Postmaster General, who had ever manifested a disposition to afford to the committee every facility in acquiring information in relation to this subject. Yes, he repeated, that fact he had from Major Hobbie himself—that for a portion of that route the contractors had a discretion to transport the mails by steamboat instead of by railroad for a distance nearly equal to that from this place to Aquia creek, without any reduction of their compensation, as if the service were all by rail-road.

Mr. THOMPSON, of Mississippi, rose (it being half past two o'clock) and inquired if the time had not arrived at which the House had ordered that the debate should be terminated? If it had, he raised the question of order whether the gentleman from Virginia was not violating an order of the House by continuing his remarks?

The CLERK, at the request of several gentlemen, read the rule of the House which provided that the chairman of a committee, or other member who reported a bill or resolution from a committee, should have the right to open and close the debate, and that five minutes should be allowed for the explanation of amendments.

Mr. THOMPSON inquired if the chairman of the Committee on the Post Office and Post Roads in this case had any other privilege than the right to speak for five minutes?

The CHAIRMAN was of opinion that the gentleman from Virginia, [Mr. GOGGIN,] being the chairman of the Committee on the Post Office and Post Roads, which had reported this resolution, was entitled to one hour after the point of time fixed for the conclusion of the debate.

Mr. C. J. INGERSOLL remarked that the explanation of the Chairman perfectly accorded with the opinion which prevailed in the Committee on Rules when the rule which had been read was prepared.

[After a long debate during this day and part of the next, on the point of order, and a decision of the Chair in favor of the right of Mr. GOGGIN to finish his hour, although the time had arrived at which the House had determined the day before that the vote should be taken in the committee; on appeal from that decision, the committee having sustained the Chairman by a vote taken on the 7th January, Mr. GOGGIN resumed his closing argument during the remainder of his hour.]

After briefly alluding to the consumption of time

by the consideration of the appeal, which he thought was an apt illustration of the mode of conducting business by the Post Office Department—a circuitous course to gain an immaterial object—he returned to the subject under discussion.

The committee had been informed by the gentleman from Pennsylvania, [Mr. C. BROWN,] that this was not a question between Virginia and the department, for that gentleman told them that a large portion of the stock of this company was owned in Philadelphia. He was glad to hear the gentleman from Pennsylvania make such a statement, and he hoped it would impress itself on the minds of the members of the committee, so that when they came up to vote, they might do so with the conviction that the North as well as the South had an interest in this matter. He hoped they would further bear in mind that the Postmaster General had not only struck at the interest of this company, by depriving them of the transportation of the mail, but so as to operate on them by the loss of passengers. This line arrived at Petersburg now, in advance of the regular mail, some nine or ten hours, so that the passengers by this line had to remain there until the mail arrived before they could proceed southward. This new arrangement, therefore, not only deprived them of the Post Office patronage, but it interfered with them as a chartered company, in the transportation of passengers, not with Virginia alone, but with stockholders who were residents of Pennsylvania and other northern States.

So much for the gentleman from Pennsylvania. He desired now to say one word as to the argument of the gentleman from Tennessee, [Mr. G. W. JONES,] which had failed to satisfy his mind that he was in error. What was the position of the gentleman from Tennessee? That gentleman told them—so he was reported in this morning's Intelligencer—that the Post Office Department, previous to the arrangement with this railroad company, paid \$5,445 for the transmission of the mail. That was correct; but it was in 1834, before the railroad was completed. But did the gentleman know the fact, that subsequently \$190 a mile per annum was awarded for the transportation of that mail by stages? And, further, had the gentleman from Tennessee forgotten that the Postmaster General had informed them that he paid \$13,000 for the transportation of the way mail from Washington to Richmond, now, under the new arrangement—130 miles in twenty-three hours by stages or carts? Now, if they could lessen the time one-half—that is, if, instead of occupying twenty-three hours by post-coaches at \$13,000, it could be done in eleven and a half hours by rail-road—would not the Postmaster General be authorized to pay to the rail-road \$26,000 to carry that mail, with the addition of twenty-five per cent. allowed by law? This railroad company could perform that service in nine hours, and for this facility and despatch it was surely entitled to double the compensation paid to a stage line—under the law, and the 25 per cent. added, for the increased speed; and it was a singular coincidence, that within a few dollars, the company had heretofore received for their services a sum to which it was so obviously entitled, under this form of transportation, and this mode of computation, as fixed by the general law—though that mode of computing the pay had not been adopted in fixing the pay of this rail-road company heretofore.

The gentleman from Tennessee had spoken of the mail service from Weldon to Wilmington,

which he said was performed for \$237 50 per mile, and the gentleman told the committee that, that mail ran in the night, which he appeared to look upon as a great disadvantage. But he would see the disadvantage also under which the railroad from Washington to Richmond labored. That company, instead of having the track clear, for the repairs of the road, during the day, and when they could employ their hands (they being slaveholders, as were the owners of the Weldon road, generally—a fact which he made no doubt some gentlemen had already remarked) in the pine fields near the road, in cutting wood and preparing for generating steam for their engines—were compelled, necessarily, to keep their hands always on the look-out for the cars in the day-time; and therefore this company had to employ an additional number of hands, that is, one set to do the work off the road, as stated, another set to remain constantly on it, to attend to the cars at their stations, and another also to do the necessary repairs, subject to the frequent interruptions by the passing of mail trains in the day-time; but not so in regard to the Weldon road, for on that, as the gentleman [Mr. Jones] had told us, the mail service was performed in the night-time.

The gentleman from Tennessee [Mr. Jones] referred to a delay which now takes place, and admitted it to amount to twelve hours. He was right in his admission, but wrong as to the time. There is a delay of eighteen, instead of only twelve hours.

Mr. JONES here explained, and said that, by reference to a statement in the papers of this morning, furnished by the department, it would be seen that, under the former arrangement, when the mail was transported over the Richmond and Fredericksburg railroad, the mail going south was required to leave New York (say) on Monday, at 4½ o'clock, p. m., and arrive at Charleston on Thursday, at 11½ o'clock, a. m. Under the present arrangement, by the bay line, the southern mail is required to leave New York at 9 o'clock a. m., (say) on Monday, and arrive at Charleston on Thursday, at 11½ o'clock, a. m.—the same time as under the former arrangement. The only difference is, the mail at present is required to leave New York at 9 in the morning, instead of 4½ in the evening—being seven and a half hours earlier; and this seven and a half hours is the only delay—if, indeed, that can be considered a delay—in the transportation of the great southern mail by way of the Chesapeake bay.

Mr. GOGGIN resumed. He was not talking about the New York route, but the Postmaster General's circuitous route to Richmond from Washington. In the forty miles between here and Baltimore, there was a delay of five hours which was not included in the computation of the Postmaster General. The five hours, added to the twelve hours admitted on this route, and one hour's delay elsewhere along the line, made, in all, no less than eighteen hours. But, even if it was but twelve hours, how was the department going to arrange so as to overcome that? Time and tide waited, as was said, for no man; though it seemed that the gentleman from Tennessee [Mr. Jones] expected they would both wait for the Postmaster General, while his mail-bags were making their slow, and winding, and foggy way, down the James river, and the Appomattox, and round by Baltimore. Must the country endure a delay like this, in order to allow the head of the Post Office Department to make this experiment of his

bay route? Mr. G. did not mean to say, or to intimate, that that officer desired this: he did not assail him personally, but he did assail his figures and plans.

Mr. G. said that the railroad and steamboat company had offered to carry the entire mail as heretofore, for \$32,252 per annum, in nine hours to Richmond, a distance of one hundred and thirty miles. That the department was now paying for that service (that is, for the great southern mail by way of Baltimore to Richmond and Petersburg, a distance of near four hundred miles from Washington, in near thirty hours—and for the local mails, at twenty-three hours) the net sum of \$37,510. The sum offered by the department to the railroad was \$29,000; so that the department was now actually paying \$8,510 more to the bay and local line than they had offered to pay the railroad; and they were paying \$5,258 more to the bay and local line than the railroad had offered to perform the service for in the space of nine hours, as already stated.

Mr. STUART, of Michigan, here interposed, but what he said the reporter could not hear with sufficient distinctness to understand it.

Mr. GOGGIN strongly objected to these interruptions, and hoped, if he must submit to them, that they would be allowed out of his hour. In reply to some interrogatory Mr. STUART had put to him, Mr. G. said, I stand not here to speak for the railroad company, but for seventy thousand of the people of Virginia. He was not privy to the views or wishes of that company, and he denied the gentleman's right to ask him such questions. If he made any reply to them, it would be merely out of courtesy. On that ground, then, he would say to the gentleman that he did not know, of his own knowledge, what the company would be willing to do; but he would tell the gentleman what he had heard from others, not from them: he understood the company thought it would not be for their interest to accept what they themselves had formerly offered to take, though they would do so, he had no doubt. If they thought proper to evade or disobey the laws, and to withdraw all support from the department, they could make much more money by establishing private expresses than the amount offered them by the department. And would it be wonderful if men were driven to resort to such measures? Although the law imposed a fine of \$150 on all who ran a private express, and \$100 on the owner of any steamboat or railroad who should transport packets, and exacted a fine of \$50 even on the transmission of a single letter, which a man, in the urgency of business or of family anxiety, might send by a private messenger because he could not get it on in time by mail, even this might not be sufficient to deter a company from meeting the public exigency. The course pursued by the Postmaster General invited to such competition; and, unless something better was done to remedy the grievance under which the country was laboring, before another year there would be hundreds of such expresses established and continued on private account.

But the gentleman from Tennessee [Mr. Jones] asked what was to become of the other mails—the way mails from here to Richmond? That gentleman's object seemed to be not so much to facilitate the transmission of intelligence through the country, and thereby to serve the people, as to save the Post Office Department from the liabilities it might have incurred by making its present arrangements, burdensome as they were. But he would take leave to tell that gentleman that every

mail contract contained a saving clause allowing the Postmaster General to discontinue any mail route on certain conditions, and he could discontinue this under that clause, as the right was expressly reserved, and all the expense the department would incur would be one month's extra pay. Was the gentleman answered?

As to the great southern mail, that gentleman's amendment threw the cost of discontinuing the existing contract on the railroad company, and not on the Post Office Department. Was there any justice in this? There was none. The railroad surely should not be made to bear the losses the public felt by improvident arrangements of the Post Office Department.

Mr. G. proceeded to say, that when he had addressed the committee on a former day, he had endeavored to show there was no valid legal contract in existence to carry the mail from Washington to Richmond, and consequently that no damages would accrue if that which purported to be a contract should be taken away. I have (said Mr. G.) in my hand a copy of the paper which thus purports to be a mail contract, *which is to be executed* between the Postmaster General and the bay company. There is another for carrying the daily local mail to Richmond, which has a provision that the Postmaster General may at any time discontinue it on certain conditions, as he had before said. But in this report he talks about the exclusive privileges of these railroad companies. Let us try the Postmaster General by his own rule; let us see if he has not done the very thing which he charges so severely on these companies. All who will look at the instructions from the Post Office Department, as published in all the papers this morning, will find that the contracts there proposed for all routes, are to contain the express reservation of the right to the department of annulling the contract, curtailing the service, or of dispensing with it altogether. Notwithstanding this, (said Mr. G.)—

Mr. JONES here interposed, and inquired of the gentleman from Virginia [Mr. GOGGIN] if he had not in his possession a copy of the telegraphic correspondence between the Postmaster General and the bay line company after the railroad company had notified the department that they would not carry the mail upon the terms offered by the department after the 10th of December, in which the bay line company proposed to carry the mail from Baltimore to Richmond and Petersburg for \$34,000 per annum, until the 30th June, 1851, upon the *express condition* that the contract should be *IRREVOCABLE*?

Mr. GOGGIN, resuming, said he held the very paper the gentleman was talking about, and had been just going to read it when the gentleman interrupted him. What he complained of was, that in this paper, called a contract, though it had *not been signed*, the Postmaster General gave to this bay company—a company which failed to render the service required of it—a privilege not rightfully contained in any other mail contract whatever, as far as his observation extended. [Mr. G. here read the paper.] The paper allowed the contractor to relinquish his contract if he chose, and preferred it to a change in its conditions. But the corresponding right of the department, as in all other cases, to withdraw the contract by allowing one month's extra pay, in this was *expunged* by black lines, not drawn around it, but through and across it. That right was here wholly dispensed with, though the evident intention of the law and

the post office regulations as published, reserved this right to the department *in all other contracts*. I ask, then, said he, is not this a *peculiar privilege* to this *favoured* bay company?

But even if this agreement was signed, this expunging of so important a clause in it would be of no avail; it was no contract, even if not altered, because it was accompanied by no written guarantee. On this subject the law was express, that all bids for carrying the mail should be accompanied by a written guarantee that the bidder would fulfill his contract. Here it had been dispensed with; here, then, was another exclusive privilege attached to this much-favored, new, circuitous, expensive, and unnecessary arrangement. He cared not how the Postmaster General might choose to construe it, the law was express that before any mail contract could be of binding force it must be accompanied with written guarantees. In this case there were no such guarantees, and, therefore, even though it had been signed, (which, however, it was not,) the contract was not, in other respects, in conformity to the law, and therefore, in fact, was no contract under the law, and the company could claim nothing of the Government if it were rescinded. The gentleman from Tennessee talked as if Mr. G. was in possession of documents which he wished to conceal and was ashamed to show to the House.

Mr. JONES said, certainly not, Mr. Chairman. The correspondence to which I referred, was furnished to the gentleman from Virginia, [Mr. GOGGIN,] in answer to inquiries as chairman of the committee. It had been before the committee—he had seen it there—but it had not been printed; the House was not in possession of the correspondence. He wished the House to know the fact, that the bay line company proposed for and received the contract to carry the mail, upon condition that the contract should be irrevocable—nothing more.

Mr. GOGGIN said the papers were there, subject to the examination of anybody that wished to read them. Mr. G. further remarked, that the Postmaster General, not having control of the Telegraph, had not even adverted once in his report to the existence of that lightning line. The reason might perhaps be that it would contrast too creditably with his own foggy circumnavigation. Certainly it was a little remarkable that the existence of such a medium of communication was nowhere even mentioned. Yet, on the 29th of November last, (just before the assembling of Congress,) he availed himself of its aid, and sent to the Telegraph office a proposition as to a change of contract for transporting the southern mail by this bay company. The Postmaster General had *proposed*, through the Telegraph, to gentlemen in Richmond; and it was not the bay line that had proposed to the department, as the gentleman from Tennessee seemed to have imagined.

Let it not be forgotten that the first advance was made by the Postmaster General himself, through his assistant, and not by the company. The communication sent by him inquired of the bay company, if the department should wish to send the mail on the bay route, what would you ask to carry it? And an early answer was demanded. This was signed by Mr. Hobbie, and sent by the wires. An answer was received at three o'clock and ten minutes the next morning, offering to take the daily mail for thirty-four thousand dollars for three years and a half, not subject to revocation within that time, with the notice that ample security would be

given. Security was promised, but the department had asked for it in vain. The proposal was made first on the part of the department, and, so much afraid was the Postmaster General that it should not be consummated before Congress should assemble, that it was sent by lightning, and an immediate response required; and the company, seeing that they had got the department in their power, inserted the condition that the contract should not be subject to revocation.

As a curious specimen of the speed with which contracts were invited and proposals made, when speed was necessary for the department in its business, though it did not seem, from the new arrangement, to be regarded as of any consequence to the people that they should enjoy any of this ingredient in mail facilities, he would read this correspondence, as it was short and to the point:

[SENT BY TELEGRAPH.]

Mr. Mallory,* of the James River Steamboat Line, Richmond, Virginia:

In case the dep't should decide to send the great mail by the bay route and up the James river, what would you ask for the service, daily, to Petersburg and Richmond, to leave Baltimore 12, night, and reach Petersburg by 10, p. m., and leave Petersburg at (say) 6, a. m. An early answer is desired.

S. R. HOBBIE.

29 Nov., 1847.

* Intended to be Mr. Mayo.

Washington and New Orleans Telegraph.

The following was received at this office, 3 o'clock, 10 minutes, dated Richmond, Nov. 30:

"For S. R. Hobbie, Esq., Ass't Postmaster:

"Your communication rec'd. We propose to take the daily mail from Baltimore to Petersburg and Richmond as stated: daily mail, on bay and river included, for \$34,000 per annum, for three and a half years, not subject to revocation, or will take the mails from Norfolk to Petersburg and Richmond, including way-mails, for \$10,000. Will it be advisable, after the reception of the above, for the parties to come to Washington in the morning? Ample security will be given.

R. A. MAYO,

"President of the James River Line of Steamboats."

Washington and New Orleans Telegraph.

The following was received at this office, 3 o'clock, 15 minutes, dated Richmond, Nov. 30:

"For S. R. Hobbie:

"I have seen Mayo's proposition, which, if accepted, is satisfactory.

H. D. BIRD."

[SENT BY TELEGRAPH.]

R. A. Mayo, Richmond, Virginia:

The Postmaster General accepts your proposal of \$34,000 for daily mail from Baltimore to Norfolk, to Petersburg, and to Richmond. He considers Mr. Bird as uniting in the matter, so as to give assurance of connection through in time from Baltimore after arrival of Philadelphia mail at night, and Weldon in time for the departure of the Wilmington cars, according to present schedules. Come up to-morrow and close the matter, and prepare at once for the service.

Nov. 30, 1847.

S. R. HOBBIE.

[SENT BY TELEGRAPH.]

I. D. Bird, Pres't P. and R. Railroad, Richmond, Virginia:

The Postmaster General has accepted Mr. Mayo's proposal. You are considered as uniting

in it. Come up to-morrow and prepare at once for the service.

S. R. HOBBIE.

Nov. 30, 1847.

Washington and New Orleans Telegraph.

The following was received at this office, 11 o'clock, 10 minutes, dated Richmond, Dec. 1:

"For S. R. Hobbie:

"Your acceptance of my proposal for carrying the great mail came to hand at so late an hour last night as to render it impossible for me to leave in the cars this morning, and hope no inconvenience will arise, as we are making arrangements. Mr. Bird will be with me. Shall I go immediately to the department on my arrival? Please answer.

"Respectfully, ROBERT A. MAYO."

[SENT BY TELEGRAPH.]

R. A. Mayo, Richmond, Virginia:

Call at the department, with Mr. Bird, when you arrive. I regret that it is not to-day; but be sure to be here to-morrow. This afternoon we let the local mail to contract. We must regard your arrangement as concluded.

Dec. 1, 1847.

S. R. HOBBIE.

After exhibiting this correspondence, what he more especially desired to call the attention of the House to was the fact, that while the Postmaster General's friends had represented it as an outrageous thing that the railroad company was connected with the steamboat line, yet in this contract with the bay company (if contract it could be called,) an individual was largely concerned, and was considered as uniting with the bay company, who was at the same time the President of a railroad south of Richmond, as shown by the correspondence; and thus the Post Office Department had itself connected through him a railroad with a water line—the very thing it charged upon this company. Mr. G. did not charge that there was anything improper in all this; he did not believe there was, but it must be a matter of some surprise to all, that this correspondence elicited a fact which went to show how much of propriety there was in the bringing up of charges of this sort against the Richmond and Fredericksburg railroad, when it now appeared that the Richmond and Roanoke railroad had united with the bay company in this new arrangement, through their president. This arrangement took the mail from the former, and granted it to the bay company with which the latter railroad was, as we were now informed by this correspondence, united. He repeated, that he charged not that this union in the arrangement was improper; but it was proper to refer to it, to show that the Richmond and Fredericksburg railroad company had been very improperly censured for a connection between it and the Potomac Steamboat Company, and nothing more.

Here the hour allotted to Mr. G. expired. He thereupon offered an amendment, as follows, which was read for information:

Whereas it is the duty of the Postmaster General to provide for due celerity, certainty, and security in the transportation of the mail, in order to relieve him from any embarrassments under which he may labor by reason of existing laws (as he construes them) or the usages of his department, as they are now said to exist:

Be it resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the Postmaster General be, and he is hereby, authorized to renew the engagements heretofore existing for the transportation of the great northern and southern mail by the Richmond, Fredericksburg, and Potomac Railroad and Steamboat Company, at a price not greater than that which has been paid by the present Postmaster General, as well as his predecessors, for the regular and satisfactory transportation of the said mail up to the month of July last.